

JONES - 2

**ASSIGNMENT OF KELLY R. JONES'S INTEREST IN FREE SPEECH SYSTEMS, L.L.C.**

Kelly R. Jones ("Assignor"), in accordance with the Final Decree of Divorce in Cause No. 13-2647, styled In the Matter of the Marriage of K.R.J. and A.J. in the 428<sup>th</sup> Judicial District Court of Hays County, Texas, as of the Assignment Date, hereby transfers, conveys, and assigns to Alexander E. Jones ("Assignee") all of her right, title, and interest ("Assigned Interest") in Free Speech Systems, L.L.C. ("Company"), including all of her voting, consent and financial rights, now or hereafter existing, and associated with ownership of, the Assigned Interest.

1. **Representations.** The Assignor represents and warrants that (a) Assignor is the true and lawful owner of the Assigned Interest and has good title to the same; (b) the Assignor has made no prior assignment or sale of the Assigned Interest and that no other person or entity has any right, title or interest therein; (c) the execution and delivery hereof by the Assignor and the assignment of all its right, title and interest in and to the Assigned Interest does not contravene any agreement to which the Assignor is a party or by which it or its property, or the Company's property is bound; (d) no liens, encumbrances, charges or security interests of any kind exist on the date hereof against the Assigned Interest; and (e). Assignor hereby warrants and defends title to the Assigned Interest to Assignee against the claims and demands of all persons. If Assignor is, at the time of this Assignment, an authorized representative of the Company in any capacity, in that capacity, and to that extent (only), she hereby issues the Company's consent for this Assignment.

2. **Change of Name on Records of the Company Authorized.** With respect to the interest herein assigned, I authorize Assignee to take whatever actions are necessary to change the name on the records of the Company (and all related records) from my name to Assignee's name.

3. **Request for Transfer.** Assignor and Assignee request that the Manager of the Company record the transfer of ownership of the Assignor's complete interest in the Company to enter the Assignee's name in the books and records of the Company as a member to replace the entire ownership interest of Assignor.

4. **Capital Account.** The Assigned Interest of the Assignor in the Company will, as of 12:01 AM on the Assignment Date, be deemed to be added to the Assignee's interest in the Company, and the applicable portion of the Assignor's capital account will be deemed to be added to the Assignee's capital account balance.

5. **Assignor Represents She is Not in Default.** Assignor represents and warrants that she is not in default under and/or in violation of any Company-related

document by which she is bound in connection with her prior ownership in the Company. Assignor acknowledges and agrees that this Assignment shall not relieve the Assignor of liability for any such default and/or violation, if any.

6. **Consent by the Company and Manager of the Company.** As evidenced by the signature below, the Manager of the Company consents to this assignment. The consent of the Manager is limited to the Assignment, does not imply any other consent or waiver, and does not apply in any other instance. No provision of this Assignment may be amended or waived unless such waiver is in writing and signed by each of the parties to this Assignment.

7. **Acceptance by Assignee.** The Assignee (a) accepts the assignment of all of the Assignor's right, title and interest in and to the Assigned Interest and (b) agrees to be bound by all of the terms, covenants and conditions hereof. Assignee hereby indemnifies and holds Assignor, and its manager, directors, employees, members, and agents harmless, in the manner and to the extent hereinafter provided, against and in respect of any and all losses arising out of any obligations of Assignee relating to the Assigned Interest which occur on or after, or arise from events occurring on or after the date hereof.

8. **Absolute Transfer, Free and Clear.** The conveyance of the Assigned Interest hereunder is an absolute transfer to Assignee, free and clear of all liens and restrictions.

9. **Further Instruments.** The Assignor hereby covenants and agrees to execute and deliver, or cause to be executed and delivered, and to do or make, or cause to be done or made, upon the reasonable request of the Assignee, any and all instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Assignee for the purpose of effecting, completing, insuring and perfecting the conveyance and transfer to Assignee and its successors and assigns, of all of the right, title and interest of Assignor in and to the Assigned Interest hereby conveyed, assigned and delivered. In addition, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to execute any and all documents to complete, insure, and perfect the conveyance and transfer to Assignee and its successors and assigns, of all the right, title, and interest of Assignor in and to the Assigned Interest hereby conveyed. The authority hereby conferred by the foregoing sentence is and shall be irrevocable and is deemed coupled with an interest.

10. **Heirs, Representatives, Successors and Assigns.** This instrument shall bind

and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. **Enforcement.** This Assignment and its enforcement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts-of-law principles.

12. **Counterparts.** To facilitate execution, this instrument may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof, and it shall be sufficient that the signature on behalf of each party hereto appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

13. **Photocopy May Be Used.** A photocopy of this instrument may be used as an original.

14. **Resignation of All Positions.** Assignor hereby irrevocably resigns as an employee, officer, manager, director, agent, signatory, and/or contractor with respect to any position that she may have held, or still holds, with the Company and/or its affiliates.

ASSIGNOR:

  
Kelly R. Jones

STATE OF TEXAS

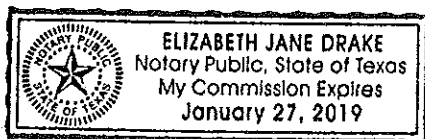
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COUNTY OF TRAVIS

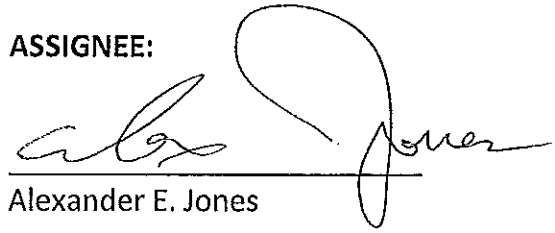
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This instrument was acknowledged before me on March 18, 2015 by Kelly R. Jones.



  
Notary Public, State of Texas

ASSIGNEE:

  
Alexander E. Jones

STATE OF TEXAS

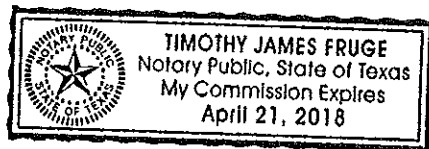
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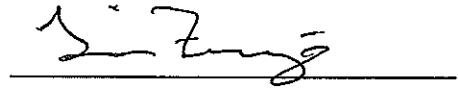
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COUNTY OF TRAVIS


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This instrument was acknowledged before me on March 19, 2015 by Alexander E. Jones.



  
Notary Public, State of Texas

CONSENT OF COMPANY & MANAGER:

  
By: Alexander E. Jones

STATE OF TEXAS

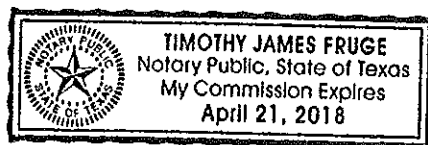
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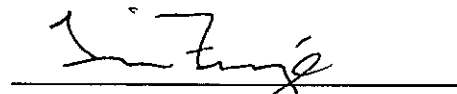
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on March 19, 2015 by Alexander E. Jones.



  
Notary Public, State of Texas